

PATENT ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY AGREEMENT

CONVEYING PARTY DATA

Name	Execution Date
Polatis Photonics, Inc.	10/22/2012

RECEIVING PARTY DATA

Name:	Clydesdale Bank PLC
Street Address:	30 St. Vincent Street
City:	Glasgow, Scotland
State/Country:	UNITED KINGDOM
Postal Code:	G1 2HL

PROPERTY NUMBERS Total: 11

Property Type	Number
Patent Number:	6975785
Patent Number:	7313295
Patent Number:	6738539
Patent Number:	6785437
Patent Number:	7095916
Patent Number:	6580177
Patent Number:	6995496
Patent Number:	7105982
Patent Number:	6655035
Application Number:	12004455
Application Number:	12075468

CORRESPONDENCE DATA

Fax Number: 6178327000

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 617-832-1763

CH \$440.00 6975785

Email: slewis@foleyhoag.com  
Correspondent Name: Therese Galante  
Address Line 1: 155 Seaport Blvd.  
Address Line 2: Foley Hoag, LLP  
Address Line 4: Boston, MASSACHUSETTS 02210-2600

NAME OF SUBMITTER:

Therese Galante

This document serves as an Oath/Declaration (37 CFR 1.63).

**Total Attachments: 4**

source=2-Clydesdale Bank -- Polatis Phontonics Inc#page1.tif

source=2-Clydesdale Bank -- Polatis Phontonics Inc#page2.tif

source=2-Clydesdale Bank -- Polatis Phontonics Inc#page3.tif

source=2-Clydesdale Bank -- Polatis Phontonics Inc#page4.tif

## PATENT SECURITY AGREEMENT

This Patent Security Agreement (this "**Agreement**"), is entered into as of October 22, 2012 by Polatis Photonics, Inc., a Delaware corporation (the "**Grantor**"), in favor of CLYDESDALE BANK PLC, a company incorporated in Scotland under the Companies Act (Company Number SC001111) (the "**Secured Party**").

### WITNESSETH:

WHEREAS, the Grantor is party to a Security Agreement dated as of October 22, 2012 (as amended from time to time, the "**Security Agreement**") in favor of the Secured Party pursuant to which the Grantor is required to execute and deliver this Agreement;

NOW, THEREFORE, in consideration of the foregoing premises and to induce the Secured Party to enter into the Security Agreement, the Grantor hereby agrees with the Secured Party as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Patent Collateral. The Grantor hereby pledges and grants to the Secured Party a lien on and a security interest in and to all of its right, title and interest in, to and under all:

- (a) Patents for which registrations or applications for registration are listed on Schedule I attached hereto;
- (b) goodwill associated with such Patents; and
- (c) Proceeds of any and all of the foregoing.

SECTION 3. Security Agreement. The security interest granted pursuant to this Agreement is granted in conjunction with the security interest granted to the Secured Party pursuant to the Security Agreement, and the Grantor hereby acknowledges and affirms that the rights and remedies of the Secured Party with respect to the security interest in the Patents made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

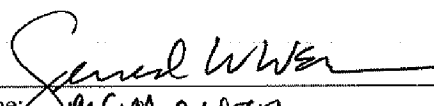
SECTION 4. Termination. When all of the Guaranty Obligations (other than contingent obligations not yet asserted, due or payable) have been paid and finally satisfied in full in cash and the Facility Agreement shall have terminated, the Secured Party shall execute, acknowledge, and deliver to the Grantor an instrument in writing in recordable form releasing the security interest in the Patents under the Security Agreement and this Agreement.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

**GRANTOR**

POLATIS PHOTONICS, INC.

By:   
Name: MARGARET WISLER  
Title: PROTECTOR

**SECURED PARTY**

CLYDESDALE BANK PLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered by their respective duly authorized officers as of the date first set forth above.

**GRANTOR**

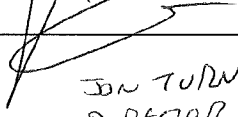
POLATIS PHOTONICS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SECURED PARTY**

CLYDESDALE BANK PLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

  
JON TURNER  
DIRECTOR, GROWTH FINANCE

Schedule I

U.S. Patents

<u>Patent</u>	<u>Application/Registration Number</u>	<u>Date</u>
Multiple Axis Control for an Optical Switch	US 6,975,785	18/03/2002
Variable Optical Attenuation for an Optical Switch	US 7,313,295	23/02/2005
Optical Switch using Dynamic Compensation	US 7,239,771	18/03/2002
Beam Steering Optical Apparatus	US 6,738,539	03/10/2001
Beam Steering Optical Apparatus	US 6,785,437	03/10/2001
Beam Steering Optical Switching Apparatus	US 7,095,916	03/10/2001
Composites for Structural Control	US 5,869,189	26/07/1996
Composites for Structural Control	US 6,048,622	26/07/1996
Power Extraction from Mechanical Disturbances	US 6,580,177	01/07/1999
Power Extraction from Mechanical Disturbances	US 6,995,496	01/07/1999
System for Optimal Energy Harvesting and Storage	US 7,105,982	26/03/2003
Piezoelectric Generator	US 6,655,035	20/10/2000
Piezoelectric Generator	US 6,909,224	20/10/2000
network fault detection and protection switching	US 12/004,455	20/12/2006
Wavelength Switching Node Architecture	US 12/075,468	13/03/2007
Wavelength Switching Node Architecture	US 60/906,699	18/10/2006